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Attorney for Plaintiff
GEARY SHA

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

GEARY SHA, an individual;	)	United States District Court
	)	Case No.: 3:24-cv-01738-EMC
Plaintiff,)	
vs.	)	San Francisco Superior Court
	)	Case No.: CGC-23-606989
AIRCRAFT SERVICE INTERNATIONAL,)	
INC., a Delaware corporation; MENZIES	)	DECLARATION OF GARY S.
AVIATION (USA), INC., a Delaware	)	BROTMAN IN SUPPORT OF
Corporation; TRACY AGUILERA, an	)	PLAINTIFF'S MOTION TO REMAND
individual; and DOES 1 through 50, inclusive.	)	CASE
)	
Defendants.	)	Date: June 13, 2024
	)	Time: 1:30 p.m.
	)	Judge: Honorable Edward M. Chen
	)	Location: Phillip Burton Federal Building

DECLARATION OF GARY S. BROTMAN

I, GARY S. BROTMAN, declare:

1. I am an attorney at law, duly admitted to practice before the Courts of the State of California as well as this Court. I am a member of Marquee Law Group, APC, attorneys for Plaintiff Geary Sha ("Plaintiff"). I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would competently testify with respect thereto.

2. I submit this declaration in support of Plaintiff's Motion to Remand Case.

3. Attached hereto as **Exhibit A** is a true and correct copy of a February 9, 2024 email from Aptus providing my office with the rough draft transcript of Defendants' deposition of Plaintiff.

4. Attached hereto as **Exhibit B** is a true and correct copy of an April 17, 2024 email from Aptus stating that Aptus provided Defendants' counsel with the rough draft transcript of Defendant's deposition of Plaintiff on February 8, 2024 at 12:12 p.m.

5. Attached hereto as **Exhibit C** is a true and correct copy of excerpts from the rough transcript that match the same excerpts from the certified transcript utilized by Defendants as Exhibit I in their Notice of Removal.

6. Attached hereto as **Exhibit D** is a true and correct copy of emails between Defendants' counsel and me, in which I requested to depose Defendants' Person Most Knowledgeable beginning in December 2023, which Defendants have continuously obstructed to the present.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this declaration was executed on this 19th day of April 2024, in Beverly Hills, California.

/s/ Gary S. Brotman

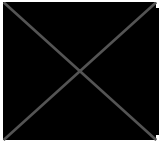
Gary S. Brotman

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**DECLARATION OF GARY S. BROTMAN IN SUPPORT OF PLAINTIFF'S NOTICE
OF MOTION AND MOTION TO REMAND CASE**

Case No. 3:24-cv-01738-EMC

EXHIBIT A



Job No. 10134914 Geary Sha 2/7/24 Rough Draft

aboyadzhyan@aptuscr.com <clientservices@aptuscr.com>

Fri, Feb 9, 2024 at 11:56 AM

Reply-To: clientservices@aptuscr.com

To: Tamra Keen <tkeencsr@gmail.com>, "diego@marqueelaw.com" <diego@marqueelaw.com>

Cc: "gary@marqueelaw.com" <gary@marqueelaw.com>

Hello Counsel,

Please see rough attached.

Best Regards,



Alisa Boyadzhyan
Client Services Specialist
Aptus Court Reporting

Phone: 866.999.8310

Web: www.aptuscr.com

Schedule: scheduling@aptuscr.com



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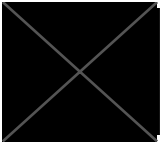
 **Job No. 10134914 Sha, Geary 2-6-24 ROUGH.txt**
319K

EXHIBIT B



[Redacted]

Fwd: [SchedulingDistro] Re: Help Contacting Court Reporter

1 message

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

From: aboyadzhyan@aptuscr.com <clientservices@aptuscr.com>
Date: Wed, Apr 17, 2024 at 4:35 PM
Subject: Re: [SchedulingDistro] Re: Help Contacting Court Reporter
To: Starr Jarrard <sjarrard@aptuscr.com>, Gary Brotman <gary@marqueelaw.com>

Hello Mr. Brotman,

I apologize for the delay. Please be advised the rough draft was sent to Mr. Kevin Jackson on 02/08/24 at 12:12pm. Please let me know if you need anything further.

Thank you.

Best Regards,

Alisa Boyadzhyan
Client Services Specialist
Aptus Court Reporting

Phone: 866.999.8310
Web: www.aptuscr.com

EXHIBIT C

4 managers that's out of the field to understand and go
5 out there and observe you know what they tell me is to
6 make a judgment in regards to what is needs to be made.

7 Q. In the situations that you identify where you
8 were involved in the decision-making process to
9 terminate the employment of it sounds like two
10 individuals, can you describe what that process was
11 like?

12 A. One of the issues that led to termination of
13 one of the employees was an FAA violation where they
14 call it blocking the deadman. A deadman is a switch
15 that controls or activities a pump. Blocking it
16 requires, you know jamming a piece of wire whatsoever to
17 it keeps on -- keeps on basically. And FAA rules that's
18 a violation and it's terminal offense. So that's pretty
19 much -- pretty much self explanatory.

20 Tracy -- I was working with Tracy in regards
21 to that to get all the documentation. I got CCPD
22 purchases from the tank farm the fuel farm itself
23 when --

24 (Reporter requests clarification.)

25 ///

81

1 BY MR. JACKSON:

2 Q. Is that Tracy Aguilera?

3 A. I'm sorry, Tracy Aguilera.

4 You confused me as well.

5 Q. The same Tracy you were just discussing that's

6 the same Tracy Aguilera who is the defendant in this

7 case; correct?

8 A. Correct.

9 Q. And so it sounds like you had with respect to

10 that termination an opportunity to work directly with

11 Tracy in connection with that personnel decision?

12 A. Right.

13 Q. And what was your opinion of Tracy's you know

14 professionalism when it came to assisting in that

15 termination decision?

16 MR. BROTMAN: Objection calls for speculation,

17 calls for a legal conclusion.

18 THE WITNESS: So when that had happened Tracy

19 gave me recommendations of what -- what could we do.

20 She also put on a side note that is there anyway we can

21 safe this employee. Because one this employee that was

22 getting terminated was a shop union rep for the company

23 and I pretty much had to follow by the rules of you know

24 FAA violations, FAA violations. You know you have too

25 many parties that's involved with this. You have the

82

1 fuel farm -- fuel farm general manager which is -- is

2 one that provides immediate CCTB and every time those

3 incidents got to be reported to FAA so they know what's

4 going on. I made a judgment call of there's no way we

5 can save this individual. So therefore the termination

6 stands.

7 Q. Okay. And in your opinion was -- did Tracy

8 handle that decision-making process in a fair manner?

9 MR. BROTMAN: Objection calls for speculation,

10 vague and ambiguous as to fair. Calls for expert

11 opinion.

12 THE WITNESS: So Tracy basically had the

13 process that I told her. Because at the end of the day

14 I am in charge of this station.

15 MR. JACKSON: Okay. So when you were working

16 with Tracy for that termination ultimately it was your

17 decision and Tracy had to do what you instructed her to

18 do.

19 Q. Is that your testimony?

20 A. Correct.

21 Q. Okay. And so then after that, if Tracy

22 communicated the decision to the employee she would be

23 communicating what presumably you had guided her to do;

24 is that correct?

25 MR. BROTMAN: Objection assumes facts.

83

1 Incomplete hypothetical.

2 THE WITNESS: Can you rephrase that?

3 MR. JACKSON: Let me ask a different question.

4 Q. Did you -- when the termination decision was

5 made who communicated that decision to the employee to

6 your knowledge?

7 A. So after we have a meeting with tray so I what

8 is there to do in the process.

9 Q. Yeah, what happened. How did the employee

10 come to learn that he or she had been terminated?

11 A. We had a meeting with the individual and we

12 sat the individual down and explained to them, you know,

13 this is the rules. We are basing your termination off

14 on this -- what you call the evidence that we have at

15 hand.

16 Q. And who attended that meeting? I don't know

17 the name of this employee was but was it you and Tracy?

18 A. Me, Tracy and one other shop rep.

19 Q. Okay. And in that meeting you said you were

20 basically -- everything you just said turn communicating

21 to the employee about the reasons for the decision and

22 the rules about why the company did what it did?

23 A. Right.

24 Q. Is that correct?

25 A. Correct.

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1 Q. Did Tracy communicate any of the same to the

2 employee or was it just you?

3 A. We both did. We were both at that meeting

4 when the final decision.

5 Q. Okay. And in your view were those

6 communications made in the ordinary course of performing
7 your jobs as managers for Menzies?

8 A. I'm sorry?

9 Q. So the meeting you just described where you
10 and Tracy were communicating the company's termination
11 decision to the employee, do you agree that that was
12 just part of your and Tracy's job was to communicate
13 Menzies' decision to the employee at that meeting?

14 A. Yes.

15 Q. You would agree that that's just an ordinary
16 function that a manager in your position and in Tracy's
17 position performed for Menzies?

18 A. Yes.

19 MR. BROTMAN: Objection compound, calls for
20 speculation.

21 BY MR. JACKSON:

22 Q. You said you communicated a lot to the
23 employee during that meeting, but in your mind was your
24 decision to terminate the employee based on company
25 policy?

85

1 A. Yes.

2 Q. And ultimately did you come to the opinion
3 that Tracy agreed with your decision that termination
4 was justified based on company policy?

5 MR. BROTMAN: Objection calls for speculation
6 as to what Tracy thought.

7 THE WITNESS: Was this the final meeting with
8 the employee or just a meeting that I have with Tracy
9 and the training managers.

10 BY MR. JACKSON:

11 Q. I was just referring to the termination
12 meeting we were just talking about?

13 A. If you are talking about the termination with
14 the employee happened with the final meeting with them.
15 Yes, its my position based on all the evidenced I
16 gathered and the company policy and the FAA violation,
17 as well.

19 make that clear.

20 So going back a little bit before we went on
21 break we were talking about I believe the Exhibit 6 was
22 the February 10th, 2022 email; right?

23 A. Right.

24 Q. And we were talking about before that time in
25 connection with your employment and position as the

88

1 general manager you would have some occasion to work
2 directly with Tracy Aguilera with respect to at least
3 one termination decision.

4 Is that correct?

5 A. Two. A total of two, that I remember.

6 Q. Two.

7 Can you describe the other termination that we

8 talked about earlier and you were interactions with

9 Tracy in connection with that?

10 A. The other termination was due to attendance

11 issues of personnel. Nothing against his what you say,

12 personality. It was more his absence or tardiness

13 affecting our operations and pretty much trying to

14 follow the company policy in regards to attendance

15 policy was adhered and attendance issues with this

16 employee based on cause.

17 Q. Was that your decision?

18 A. Yes, following company policy attendance

19 policy.

20 Q. And --

21 A. And there was --

22 Q. Go ahead.

23 A. -- there was a time that I have meetings with

24 Tracy and also during that time with the training

25 manager as well to discuss about employee that's going

89

1 to be terminated.

2 Tracy was asking is there anything we can do

3 to save this individual. I told Tracy straight up a

4 adhering with the company's attendance policy, this guy

5 violated a lot of issues and, you know, I made the

6 decision to let him go.

7 Q. And then did you instruct Tracy to proceed

8 with processing the termination based on your decision?

9 A. Correct.

10 Q. And did she fulfill your requests?

11 A. Yes.

12 Q. And in fulfilling your requests do you agree

13 that that was part of what her job function in human

14 resources required her to do?

15 MR. BROTMAN: Objection may call for

16 speculation.

17 THE WITNESS: Yes.

18 BY MR. JACKSON:

19 Q. And did you then or sitting here now take any

20 issue with how Tracy performed her human resources

21 function in connection with that termination?

22 A. Before the termination she was asking, you

23 know, can we give each of them a second chance. And she

24 knows that there is no second chances to be given.

25 Q. Okay. So she was looking for a way to give

90

1 the employee a second chance and you said no and then

2 instructed her to proceed with the termination.

3 Is that correct?

4 A. Correct.

5 Q. And so in so processing that termination and

6 in your view Tracy was doing what she was supposed to do

7 based on your direction to her; correct?

8 A. Right.

12 direct communications with Tracy Aguilera regarding your
13 medical condition?

14 A. That, I don't recall.

15 Q. Did you have -- strike that.

16 Prior to February 10th, 2022, did you have any
17 communications with Tracy Aguilera about your need to
18 have time off to have surgery?

19 A. I don't recall.

20 Q. To the best of your recollection is the only
21 person you spoke with at Menzies about your need for
22 time off in February 2022, was that Kevin Lager?

23 A. Yes, because he was the boss. Tracy doesn't
24 have anything to do with decision-making, whatsoever.
25 Kevin is the one that has the decision-making.

1 Q. All right.

1 a non FMLA medical leave which is not a job protected
2 absence and does not provide a job restoration rights.

3 A. Yes.

4 Q. You understood that?

5 A. Yes.

6 Q. And the letter said I do understood that at
7 the time; correct?

8 A. Yes.

9 Q. It goes on to state upon the expiration of the
10 leave you may be returned to your former position based
11 on business needs and availability; correct?

12 A. Yes.

13 Q. So at the time you received this letter in
14 April of 2022, was it your understanding that starting
15 on May 7th you would be on a non FMLA CFRA leave that
16 did not have job protection rights and that you will
17 return your former position was not guaranteed?

18 A. Yes.

19 Q. Okay. And again it's your testimony that at
20 this time that you were receiving this email you were
21 taking no issue with how Menzies responded to your
22 requests for time off or classified your requests for

152

1 she said Michael Porier or company finds that there's no
2 longer a need of a general manager at SFO because they
3 have operation manager, they have additional account
4 manager.

5 Q. Okay. And did Tracy say anything to you
6 during that discussion to indicate that Menzies decision
7 was based on your medical condition?

8 A. No.

9 Q. And during that conversation did Tracy say
10 anything to you to indicate that Menzies decision was
11 based on your leave of absence?

12 A. No.

13 Q. And other than Tracy's statement that the
14 company determined that there was no longer a need for
15 the general manager position had eliminated it at SFO
16 did she tell you anything else regarding Menzies reasons
17 for its decision?

18 A. No.

19 Q. Sitting here today, do you know why Menzies

20 made the decision to eliminate the general manager

21 position at SFO?

22 A. I have no include.

23 Q. Are there any -- strike that.

24 Has anybody from Menzies communicated anything

25 to you in writing or verbally to contradict the reason

153

1 that Tracy identified in her meeting with you on

2 December 20th 2022 as to why Menzies eliminated the

3 general manager position at SFO?

4 MR. BROTMAN: Objection leading.

5 THE WITNESS: No.

6 BY MR. JACKSON:

7 Q. And during this meeting Tracy informed you for

154

1 BY MR. JACKSON:

2 Q. Just so I'm clear.

3 You have no information to suggest that there
4 were other positions open that she concealed from you
5 during that meeting on December 20th, 2022; correct?

6 A. Not quite sure. She only gave me those two
7 job listing aircraft fueller and cargo. To me that does
8 not make sense.

9 Q. My question is simp -- my question is simply:
10 Other than those two positions are you aware of whether
11 there were other positions available at the SFO station
12 as of December 20th, 2022?

13 MR. BROTMAN: Objection asked and answered.

14 THE WITNESS: I don't know.

15 Q. After Tracy informed you of those two open
16 positions, you responded with, you know, what you
17 testified to before essentially that they were, you
18 know, significantly lower paying and you know several

19 steps down from the general manager position; correct?

20 A. That is correct.

21 Q. And then you inquired with her about open

22 management positions at other locations other than SFO;

23 correct?

24 A. Correct.

25 Q. And then how did Tracy respond to that

155

1 request?

2 A. She draft me a list of what she could find

3 out. She also mentioned that there is no guarantee, no

4 relocation fee for me and also gave me a deadline of

5 three days to think about it. Three days not enough to

6 think about to talk to my family, to make that move.

7 That's a gamble, too.

8 Q. Well?

10 law protects you from your status.

11 Q. But you understood at this time that you had

12 been on an unprotected medical leave of absence for the

13 entire period of time since your FMLA CFRA leave expired

14 in May of 2022, correct.

15 MR. BROTMAN: Objection calls for a legal

16 conclusion.

17 THE WITNESS: As I mentioned before after

18 receiving those many letters it doesn't really apply

19 because I haven't seen anybody that have a different

20 position after extended leave. Especially in my case in

21 my position as GM. They just don't leave -- you don't

22 get rid of GM just like that.

23 I'm not a regular agent which is replaceable.

24 Q. Okay. But you understood that Menzies had

25 communicated to you since prior to ahead of the time

158

1 your FMLA CFRA leave had expired in May of 2022 the

2 company was extending your leave of absence pursuant to

3 a medical leave of absence policy that was not job

4 protected.

5 That was communicated to you multiple times;

6 correct?

7 A. Yes.

8 Q. Okay. And looking at this email do you find

9 this to be an appropriate communication with your

10 employer?

11 MR. BROTMAN: Objection vague and ambiguous.

12 THE WITNESS: I believe so.

13 BY MR. JACKSON:

14 Q. And you understood that Menzies was offering

15 you all of the positions at SFO to which you responded

16 this is an insane job offer; correct?

17 MR. BROTMAN: Objection mischaracterizes the

18 testimony.

19 THE WITNESS: Yes.

20 Q. And you were demanding your job back as GM;

11 employment attorney?

12 A. Not yet.

13 Q. And then you state mean while I shall oblige

14 you by attending the scheduled meeting on December 28th,

15 2022; correct?

16 A. Correct.

17 Q. By way of this communication were you in your

18 mind clearly communicating that you would not accept the

19 open positions that were available at SFO?

20 A. Actually accept.

21 Q. Right. So you were turning down the work that

22 Menzies informed you was available at this time at SFO;

23 correct?

24 A. Yes.

25 MR. JACKSON: I'd like to introduce an Exhibit

4 A. Correct.

5 Q. So the email goes on to say I have looked at
6 the other positions more in line with your previous
7 position in the Menzies network that you can apply and
8 may be considered.

9 Do you see that?

10 A. Yes.

11 Q. And is that consistent with your understanding
12 that after you asked Tracy about other positions she
13 looked into them, there were no management level across
14 the Menzies network and then identified four such
15 positions that would be available now?

16 A. She only sent this as it was requested a week
17 later and I had three days from that time to make a
18 decision to see if I can move and like I say there's no
19 relocation funds. How can that be?

20 Q. My question was simply: In response to your
21 requests to look at positions outside of SFO that were
22 more equivalent to the management position you held,
23 Tracy looked at open positions and provided these four
24 in response to your requests; is that correct?

25 MR. BROTMAN: Objection asked and answered.

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1 Again.

2 THE WITNESS: Yeah. She only gave me these

3 positions when I asked for it. It's not offered to me.

4 Q. I --

5 A. To begin with.

6 Q. I -- my question is simply: In response to
7 your request did Tracy identify open positions in the
8 Menzies network that were more equivalent to the
9 management position you held; yes or no?

10 A. Objection asked and answered. Again,
11 harassing at this point.

12 No, I'm telling you. These are -- these are
13 positions that I was not offered to me to begin with. I
14 had to ask for it.

15 Q. Sir, my question is not whether you were

5 Q. No problem.

6 A. Can you name the file name that you shared?

7 Q. Yeah, it's Tab 16 in the chat. It says

8 10:34 a.m.

9 A. Tab 16 complaint and you talked about what

10 line? I'm sorry.

11 Q. I just wanted to see if you added it in front

12 of you.

13 A. Yeah, I have it in front of me.

14 Q. All right I want you to look at paragraph 53,

15 please?

16 A. Fifty-three.

17 Okay.

18 As described herein.

19 Q. Yeah. Okay starting online 24 it states

20 defendants actions Aguilar acting in her capacity as ASI

21 Menzies including one stopped to obstruct plans to

22 return to work.

23 Do you see that?

24 A. Yes.

25 And what specifically in your view constituted

192

1 Tracy's efforts to obstruct your return to work.

2 MR. BROTMAN: Objection calls for a legal

3 contention pursuant to writ in the superior court.

4 THE WITNESS: She used to word voluntary

5 resignation every time I felt threaten because I don't

6 resign at all or voluntarily resign.

7 Q. Okay. Other than Tracy's statements about

8 voluntary resignation is there anything else that she

9 said that made you feel threatened?

10 A. No, just only voluntary resignation every

11 time.

12 Q. And those were written communications that

13 we've look at today during your deposition?

14 A. That is correct.

15 Q. And is it your belief that Tracy made the

16 decision to separate your employment from Menzies?

17 A. I believe she has to do whatever the boss

18 says, right? So it is not her decision but then it is

19 how -- how it was explained to me, I feel threatened.

20 Voluntary resignation. You voluntary resign. Which I

21 don't resign.

22 Q. Do you know whether Tracy was instructed by

23 anybody else to classify your termination as a voluntary

24 resignation?

25 A. That I'm not sure. We all have different

193

1 bosses.

2 Q. But ultimately it is your testimony that you

3 don't think Tracy was the one that made the decision.

4 She was just performing her job as the human resources

5 manager in communicating with you?

6 MR. BROTMAN: Objection misstates the

7 testimony. Leading.

8 THE WITNESS: Yeah, I don't know.

9 BY MR. JACKSON:

10 Q. Well, is there any reason for you to believe

11 that she was acting outside of her capacity as a human

12 resources manager during her communications with you?

13 MR. BROTMAN: Objection calls for speculation

14 as to her capacity as a human resources manager.

15 THE WITNESS: I don't know.

16 BY MR. JACKSON:

17 Q. Are you familiar with Tracy's complete job

18 description?

19 A. She handles all the difficulties and all the

20 humans relationship with all the employees so to speak.

21 Q. And other than that, do you have personal

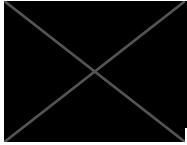
22 knowledge of specific job duties and responsibilities

23 that Tracy Aguilera holds in her capacity at Menzies?

24 A. Not too familiar because she is not under my

25 supervisor. So I really don't know. I know she has a

EXHIBIT D



E-SERVICE: Geary Sha v. Aircraft Service International, Inc. et al.

Gary Brotman <Gary@marqueelaw.com>

Fri, Dec 22, 2023 at 5:14 PM

To: "Jackson, Kevin" <kjackson@foley.com>

Cc: Yessi Chinchilla <yessi@marqueelaw.com>, Marquee Law Group APC Service <service@marqueelaw.com>, Diego Gallego Gomez <diego@marqueelaw.com>, Brady Borrayo <brady@marqueelaw.com>, Claudia Perez <claudia@marqueelaw.com>, "Lawther, Will" <WLawther@foley.com>, "Ward, Christopher" <CWard@foley.com>, "Moreno, Sonia" <SMoreno@foley.com>

Kevin,

Can you do February 6, 2024 for Plaintiff's deposition? I am also attaching a draft of our deposition notice for ASI's person most knowledgeable. Please let me know who the deponent or deponents would be for each category and their availability for deposition.

Regards,

Gary Brotman | MARQUEE LAW GROUP, A.P.C.

Attorney

9100 Wilshire Blvd., Suite 445 East Tower

Beverly Hills, CA 90212

gary@marqueelaw.com

T: (310) 275-1844 | F: (310) 275-1801

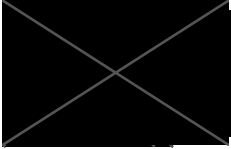
Privileged and Confidential information may be contained in this message. If you are not the addressee indicated in this message (or Responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply email. Please advise immediately if you or your employer does not consent to Internet email for messages of this kind. Opinions, conclusions and other information in this message that do not relate to the official business of my firm shall be understood as neither given nor endorsed by it. **IRS Circular 230 Disclosure:** To ensure compliance with Treasury Department Regulations, we advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matter addressed herein.

[Quoted text hidden]



G. Sha PMK Depo Notice (ASI).pdf

136K



E-SERVICE: Geary Sha v. Aircraft Service International, Inc. et al.

Gary Brotman <Gary@marqueelaw.com>

Fri, Feb 23, 2024 at 2:58 PM

To: "Jackson, Kevin" <kjackson@foley.com>

Cc: Yessi Chinchilla <yessi@marqueelaw.com>, Marquee Law Group APC Service <service@marqueelaw.com>, Diego Gallego Gomez <diego@marqueelaw.com>, Brady Borrayo <brady@marqueelaw.com>, Claudia Perez <claudia@marqueelaw.com>, "Lawther, Will" <WLawther@foley.com>, "Ward, Christopher" <CWard@foley.com>, "Moreno, Sonia" <SMoreno@foley.com>

Kevin,

I don't know that we are going to agree to giving you another date with our client after you had an entire day and before I take a single PMK deposition. I don't see any basis in law or professional courtesy when I have been asking for the PMK since December with nothing in return. I suggest we start with Defendant identifying how many PMK deponents there will be, and which topics they will cover, and we can take it from there.

I am still thinking about late March or early April.

Gary Brotman | MARQUEE LAW GROUP, A.P.C.

Senior Attorney

9100 Wilshire Blvd., Suite 445 East Tower

Beverly Hills, CA 90212

gary@marqueelaw.com

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E-SERVICE: Geary Sha v. Aircraft Service International, Inc. et al.

Jackson, Kevin <kjackson@foley.com>

Fri, Feb 23, 2024 at 3:00 PM

To: Gary Brotman <Gary@marqueelaw.com>

Cc: Yessi Chinchilla <yessi@marqueelaw.com>, Marquee Law Group APC Service <service@marqueelaw.com>, Diego Gallego Gomez <diego@marqueelaw.com>, Brady Borrayo <brady@marqueelaw.com>, Claudia Perez <claudia@marqueelaw.com>, "Lawther, Will" <WLawther@foley.com>, "Ward, Christopher" <CWard@foley.com>, "Moreno, Sonia" <SMoreno@foley.com>

Hi Gary, I am not trying to create an unnecessary dispute here, but we noticed plaintiff's deposition well in advance of receiving your draft PMK notice and I don't believe I saw any follow up until after plaintiff's deposition. It is not just that we have had one day, we are in the middle of a deposition, and it would not be appropriate for plaintiff to take a deposition and then reconvene his date. Like I said, we are happy to coordinate them and even allow them to run back to back on consecutive days, but we believe we are entitled to complete his deposition first.

I'll be in touch with dates soon.

Kevin Jackson

Senior Counsel

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From: Gary Brotman <Gary@marqueelaw.com>

Sent: Friday, February 23, 2024 2:58:06 PM

To: Jackson, Kevin <kjackson@foley.com>

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E-SERVICE: Geary Sha v. Aircraft Service International, Inc. et al.

Gary Brotman <Gary@marqueelaw.com>

Fri, Feb 23, 2024 at 3:10 PM

To: "Jackson, Kevin" <kjackson@foley.com>

Cc: Yessi Chinchilla <yessi@marqueelaw.com>, Marquee Law Group APC Service <service@marqueelaw.com>, Diego Gallego Gomez <diego@marqueelaw.com>, Brady Borrayo <brady@marqueelaw.com>, Claudia Perez <claudia@marqueelaw.com>, "Lawther, Will" <WLawther@foley.com>, "Ward, Christopher" <CWard@foley.com>, "Moreno, Sonia" <SMoreno@foley.com>

Kevin,

It certainly seems pretty unnecessary. I find it hard to believe that you are in the middle of his deposition after you had an entire 8 hours with my client and went through the timeline of facts up through his termination. How much more time do you anticipate needing?

It is not appropriate for you to withhold your client's depositions because you weren't able to finish in a full day. I could have unilaterally noticed a deposition back in December the same way you did but chose to work with you in good faith by sending you the list of topics first. It now appears that you are refusing to confer in good faith. I will need to know the identity of the pmk deponents and the topics they will each cover before we take this any further. You should have been able to obtain this information in the last 2 months.

Gary Brotman | MARQUEE LAW GROUP, A.P.C.

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